ADDENDUM #1
TO
RFP #11-P-001
ADA PARATRANSIT TRANSPORTATION

CONTAINS ATTACHMENTS:

1. February 21, 2011 meeting attendance (1 page)

2. Answers to written questions (16 pages)

3. ADA/Chaircar trip activity data (1 page)

4. BRTA Policy - Personal Communication Devices and 2-Way Radios (6 pages)

5. Amendments to RFP Document (1 page)

    a. Section 3.11 question 39 & 73
    b. Section 3.11.11 question 44

6. Signature page acknowledging receipt of Addendum #1. (1 page) THIS FORM MUST BE SIGNED AND RETURNED AS DIRECTED IN SECTION 7, TAB 7 ON PAGE 32 OF THE RFP DOCUMENT.

ATTACHMENT 1

SIGN - IN SHEET

Berkshire Regional Transit Authority
RFP 11-P-001 ADA Paratransit Transportation
Pre Proposal meeting February 21, 2011 10 AM

PLEASE PRINT

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RFP #11-P-001 ADA Paratransit Transportation
Addendum 1 Attachment # 2

BRTA RFP #11-P-001
Questions and Answers

1. We understand from Section 1.5 that there are currently about 4,000 individuals certified to use ADA paratransit who make an average 2,475 trips per month. To what extent does ADA paratransit ridership fluctuate seasonally? Can BRTA provide actual numbers of trips per month for the past year so prospective vendors can understand what is the maximum and minimum capacity required?

   BRTA has provided additional trip information in Addendum 1 Attachment 3.

2. Do the above ridership figures include the premium service that is to be available on a 24-hour a day basis? Can BRTA provide information on premium service ridership that occurs outside the normal service hours specified in section 3.2.1?

   BRTA has provided additional trip information in Addendum 1 Attachment 3.

3. To what extent does the current ADA paratransit ridership reflect subscription rides in which the same individual is making a daily trip vs. ad hoc rides to be scheduled individually from day to day? To what extent does the current ridership include numbers of individuals traveling regularly from one location to another (e.g., from a congregated housing site to a sheltered workshop)? Do we correctly interpret the definition of "trip" in Section 2.18 to mean that if two individuals were traveling together between the same two points on the same vehicle it would be counted as two trips?

   1. Subscription rides are restricted to 50% of total rides of total trips provided. As ADA is demand response service, trip tendencies and history do not necessarily define service makeup going forward.

   2. As ADA is demand response service, trip tendencies and history do not necessarily define service makeup going forward.

   3. Yes, except in the scenario of ADA passenger riding with a PCA or companion.

4. We understand from Section 1.5 that BRTA has engaged an outside contractor to manage the ADA certification and eligibility process, presumably with the goal of reducing cost by reducing the number of eligible paratransit users. We also understand BRTA intends to introduce deviated fixed-route service in some parts of Berkshire County for the purpose of replacing ADA paratransit service. What existing ridership should prospective vendors assume will be eliminated by these measures for purposes of estimating costs?

Both "presumptions" are not accurate. The goal for ADA eligibility is to make the eligibility process more efficient and aligned with eligibility criteria. The goal for deviated route service is to more effectively service riders. It is logistically improbable for fixed route to "replace" ADA paratransit service by the mere criteria of ADA accessibility.

5. Please explain the requirement in Section 3.10.1 requiring the prospective vendor to designate a North, Central, and South location "for secure storage and run origination of vehicles serving those areas of Berkshire County." Can the operating base be used as one of the locations? Is this a new requirement, or does the incumbent operator have such locations currently? This section appears to distinguish between an operating base which the contractor must "provide" and regional locations which the vendor must "designate." Can you explain that distinction?

   The vendor must have a location in each of the three tiers in which to begin daily service from. One of the three locations must be the main facility (3.10.1) where administration of the contract will be based. The other two locations should be used as a staging area for vehicles used for ADA and Premium service.

6. In Section 3.11, when will BRTA inform the contractor whether it will furnish vehicles? Since the contractor is responsible for fueling vehicles whether or not furnished by BRTA, what fuel should prospective contractors assume for purposes of preparing their proposals? Should contractors assume the possibility that BRTA-furnished vehicles could become available after vehicles have been purchased or leased by the contractor?

   1. As soon as contracts are signed to acquire these vehicles.
   2. Vendor owned vehicles can be any fuel type. In the event BRTA provides the vehicles the fuel costs will be covered by BRTA. Therefore the type of fuel is not needed for the purposes of pricing this scenario of the proposal.
   3. Yes

7. Are we correct in Section 3.8 that the contractor is only responsible for collecting prepaid tickets sold by the BRTA, and that the contractor is not responsible for selling tickets or collecting cash fares? What is BRTA's policy about providing transportation for an individual who does not have a ticket with the fare appropriate for their trip?

   1. Yes
   2. The current provider may have a policy. Per section 3.8.2 the clients are required to submit the proper fare for their type and length of trip. Additional scenarios and situations can be clarified further during the contract phase.

8. Are we correct in Section 4 that BRTA does not intend to assess liquidated damages against the contractor for not meeting any of the specified service standards (i.e., the only recourse reserved by BRTA is termination of the contract)?

   As mentioned in Section 4 BRTA reserves the right to terminate any contractor not meeting the specified performance standards included in Section 4 or meeting the requirements of the contract with BRTA. At this time there are no liquidated damages included in this contract. However, please refer to Section 5.30 Termination.

9. Please confirm that the rate chart (Cost Proposal – Form 3) is intended to include both regular and premium trips in a combined single rate.

   Both regular and premium trips are to be combined in a single rate for each service area specified in the cost proposal chart on Form 3.

10. Please confirm that the amounts shown on the Cost Proposal – Form 3 are to remain the same for all 36 months during the base period of the contract. Is the pricing also expected to remain unchanged if BRTA exercises the option to extend past the 36-month base period? If not, when would BRTA expect to receive pricing for the option period(s)?

    Cost Proposal Form 3 is the cost for a full year of service. While the contract is for three years, the cost of such are left to the individual proposers as a measure of their "proposed cost" submitted to the BRTA for consideration. All options years, if exercised, will be a negotiated prior to the start of each option year.

11. Why do you restrict the ability to sub contract? It is often more cost effective to use other providers, or other vehicles, that meet your RFP requirements, to provide the service. If you leave the option in, then you can also require your approval before any sub contracting occurs.

    For the purposes of this RFP there will be no service delivery (providing trips) subcontracting.

12. 3.4.1 – Does this mean if the pickup time is changed by as little as 5 minutes the rider needs to be notified? We believe a more reasonable requirement would be if the rider's time were changed by more than 20 minutes, which is the defined window.

    If the pickup time is changed resulting in a pickup outside the original 20 minute window the customer must be notified. If the actual pickup is made outside the original window it will be considered not "on time".

13. Will the software be provided to the contractor for no cost and can it be used by the contractor for their other work?

The software is strictly for the use of BRTA rides only. BRTA will not support any modifications to the software to be used for services other than BRTA contracted services.

14. 3.4.3 This allows for same service. Does the software allow for this option?

    The software will allow for same day service trips. Contractor employees will be trained in the use of all aspects of the software. This task is required at the start of the contract with or without BRTA provided software.

15. 3.4.5 The locations need to be predetermined for costing purposes. If it left to the discretion of BRTA the locations could be costly for the contractor. Another option would be to allow the contractor to house them at their facility, which is more cost effective for a number of reasons.

    Proposer should proceed with their identified locations. In the event BRTA exercises it discretionary option, BRTA will consider appropriate adjustments with the proposer.

16. 3.4.6 is the contractor to assume they will use their own vehicles in Year 1 and the use BRTA vehicles in year two? If so then different cost models will need to be offered.

    3.4.6 is clear and NO assumptions should be made by contractor. This speaks only to the potential for software and what BRTA will provide and what is expected of the contractor.

17. 3.6 Is a dispatch log adequate for this requirement?

    A dispatch log including information required in section 3.6 is allowable.

18. 3.8.1 Will the fares print out on the manifests?

    It is unknown at this time if the fares will print out on the manifests generated from the new software. Refer to Appendix IV for fares required for trips.

19. 3.11.Will BRTA provide MDC or equivalents on-vehicle data equipment or is that the responsibility of the contractor?

    BRTA will be providing the equipment outlined in 3.4.6 as part of the new software/hardware procurement. The goal is to have BRTA vans equipped with this hardware. Should BRTA secure the hardware before it acquires its vehicles, BRTA has not yet determined whether it will deploy the hardware on non BRTA owned vehicles.

20. Form 3 needs to be modified to show contractor supplied vehicles and BRTA supplied vehicles.

Form 3 shows the two options; BRTA Provided Vehicles and Vendor Provided Vehicles.

21. 3.11.18 This states the contractor will bear all the fuel and fluid costs for the vehicles. Does this change with BRTA provided vehicles?

    In Section 3.1 the bulleted items under "Contractor will be responsible for" is based on BRTA providing the vehicles as stated in opening paragraph of the section.

22. 3.12.2 This requirement should be reviewed by BRTA attorneys. If BRTA has "the right to enjoin the contractor from assigning particular drivers to serve this contract" BRTA may be considered the employee of record for Labor and insurance purposes. The better language is the BRTA should have the right to advise the contractor to consider a specific driver's right to provide this service. Subtle difference, but one BRTA needs to consider.

    This requirement is accurate. BRTA would not be considered the employee of record. To be clear; BRTA enjoining the contractor from assigning particular drivers to serve this contract does NOT compel the contractor to terminate the driver, merely not assign that driver to this BRTA contract. This would be a contract action between BRTA and the contractor of providing drivers who satisfy the terms of the contract. The employment action between the contractor and its employees, whether to hire, suspend, terminate, etc is not the concern of BRTA.

23. 3.13.1 We understand the requirement not to provide assistance to passengers with packages, but the reality is that in a curb-to-curb service drivers will assist passengers on board with packages. Since it is curb-to-curb, no steps will be involved. Does BRTA have a policy on the number of packages a rider can bring on board?

    The current policy has a limit of 3 shopping bags of standard size. The drivers should, in fact assist with packages on and off the van but not required to go any further than the curb.

24. 4.3 The pickup window is implied to be up to 20 minutes late. Most pick-up windows have an early and late provision, such as 15 minutes early and up to 15 minutes late. Is the interpretation of a 20-minute window mean that pickups can be made up to 20 minutes after the scheduled pickup time?

    The pickup window of 20 minutes requires the passenger to be picked up to 10 minutes early or up to 10 minutes late based on their scheduled pickup time. All passengers should be notified upon making their reservation that they should be ready for their trip at any time during that 20 minute window.

25. 4.6 We can provide a response within 48 hours, but more investigation may be necessary. We will keep BRTA updated as the complaint investigation proceeds. IS the satisfactory?

    A satisfactory response must be received within 48 hours. If further investigation is required it must be justified in the initial response. Inaction on the complaint is not a justification for further investigation.

26. 4.7 Is the 1.4 passengers per hour scheduled productivity or completed productivity?

    Completed productivity

27. 5.13 This article refers to penalty for non-performance, but we did not see any reference to penalties in the RFP.

    Penalties for non-performance may be instituted during the course of the contract should performance standard fall to a sub standard level. Should this occur BRTA may be compelled to institute penalties and or fines in the hopes of improving the contractor's commitment to an acceptable performance standard.

28. Can the RFP be received in electronic format (MS word)?

    Proposal must be received in bound paper copy format in order to be considered and must follow the "General Terms and Conditions" in Section 5.

29. **Page 3, 1.1** of the RFP states *"The Berkshire Regional Transit Authority (BRTA) is seeking qualified transportation provider or providers to operate certain Demand Response services for the BRTA's paratransit consumers."*.
    a. Does that infer BRTA may choose to contract with more than one provider?

       Yes

30. How many vans does the BRTA expect a vendor to designate for BRTA trips under the RFP if the vendor supplies the vehicles?

    The vendor is expected to designate as many vehicles as necessary to assure service levels meet service demand.

    a. Can vendor owned vans be used for other purposes when not on BRTA trips?

       Yes, as long as contracted service obligation is being met under the criteria set forth in this RFP and contract agreement.

31. Can you please clarify what is meant on **Page 3, 1.5** "*BRTA, through service modifications expects to reduce the number of ADA Complimentary Paratransit Service eligible riders to anticipated deviated fixed route service…"?*

    See answer to question 4 above

    a. Is there any goal or suspicion how many annual runs may be affected by this initiative?

    See answer to question 4 above

32. If a client is transported for renal dialysis how would a vendor comply with **Page 4, 2.9** and other sections which forbid drivers from leaving sight of the van if the client is unable to transport themselves via wheelchair to and from the dialysis unit especially nursing home patients?

    This is an ongoing issue that requires training and re-educating clients, vehicle operators, and facility staff.

33. **Page 7, 3.4.4** states that *a vendor may negotiate within a one hour window for ADA clients* yet on **page 49 Appendix II** a one and a half hour window is allowed.

    a. Which one is correct?

    They BOTH are correct. Section 3.4.4 does NOT state a vendor may negotiate within a one hour window for ADA clients. It clearly states ADA allows for trips to be scheduled plus or minus one hour of the requested pick up time. It ALSO states negotiating pick up times is permissible to achieve operational efficiency. To clarify, there may be an occasion that "due to capacity constraints" (as defined by ADA) or passenger refusal of a given trip time, the contractor may negotiate a pick up time, which would fall outside the one hour window. The statement in Appendix II further identifies the "negotiable" maximum allotted time frame as 1 ½ hours.

    b. What is the window for premium ticket transports? 1 hour

34. **Page 7, 3.4.5**, states *"BRTA may provide, at its discretion, a list of acceptable locations where BRTA contracted vehicles may be parked when non-revenue time does not permit an efficient use or return of the vehicle to the paratransit operations center or satellite locations."*

a. Does this apply to vendor owned vehicles? No

b. Does it include vehicles that are not primarily used for BRTA contract calls? No

35. **Page 7, 3.4.6**, if software is provided who will actually take the bookings and schedule calls and maintain day-to-day operations of the software, BRTA or the contractor?

The contractor will continue to receive calls and schedule trips and use the new software once it is implemented. BRTA will maintain data base and contractor the day to day operations.

a. Will the software including a billing module or will it only be used for scheduling?

BRTA provided software contains both billing and scheduling modules.

b. Will BRTA bear the cost of making the scheduling/tracking software compatible with a contractor's current dispatching/billing software?

Once BRTA software is implemented and deployed it will be the ONLY acceptable software for dispatching and billing for BRTA service.

c. Will BRTA pay for the salary of the vendor employees required to attend

training? No

d. If any cell, data or other recurring charges are part of the GPS tracking system will BRTA bear the monthly costs associated?
Any GPS tracking equipment will only be installed in BRTA owned vehicles**.** The costs related to that equipment will be borne by BRTA.

36. On **page 10, 3.10.1** what is meant by *"Contractors will also be required to designate three locations, North, Central and South County for secure storage and run origination of vehicles serving those areas…"* ?

See answer to question 5

a. Does this mean in a garage/building? A garage or building would satisfy this requirement.

b. Does a locked, fenced area meet the requirement? Yes

c. How many vehicles will be required to be deployed in each area?

The number of vehicles in each tier should be based on service needs in those tiers.

d. Is this an option or is it mandatory? The word "required" is clear by itself.

37. On **page 10, 3.10.2, "**An adequate number of base stations and mobile units capable of maintaining clear and constant communication between the Contractor's office and drivers shall be maintained."

a. How will the BRTA determine what is adequate coverage as there is no 100% ? The BRTA realizes there is no communication system that can possibly cover 100% of the geography of Berkshire County?

BRTA is aware of its geographic area and the challenges of communication coverage. Constant does not mean 100% or uninterrupted.

38. Per **Page 10, 3.11** if the BRTA successfully secures a fleet of vans for a vendor how many vehicles and of what type do they expect them to be?

The BRTA has requested 8 passenger lift equipped vans and 14 passenger lift equipped minibuses, but quantities have not been awarded at this time. This information will be shared with the contractor once BRTA orders the vehicles.

a. Can they be used for other BRTA brokered contracts or only for ticket contract transports?

At this time, the vehicles may be used for ADA transportation service only. BRTA may consider their use for other BRTA brokered contracts in the future.

b. If a fleet is secured by BRTA will they provide locations in the three areas for storage?

No, but the three designated areas must meet the approval of BRTA.

c. Will the BRTA break up the vans assigned to the three locations or suggest how to break up the number of vans over the three areas?

See above answer to question 36c

39. If BRTA is providing the fleet and they are insuring the fleet, if an accident occurs what is meant by the vendor being responsible for maintenance costs due to incidents/accidents?

    The contractor will be responsible for covering the negligent accident insurance deductible(s).

    a. Can the BRTA insure vehicles leased to a private vendor?

    BRTA will provide insurance for BRTA vehicles provided under this contract.

    b. Will there be a cost involved with the leasing of BRTA provided vans to a vendor?

    BRTA does not anticipate any costs related to leasing the vans to the contractor.

    c. Who or what are BRTA service enters referred to in the RFP?

    AT the time of leasing the fleet to the contractor, BRTA will have a fueling agreement in place with a local vendor to provide fuel and liquids to the vehicles.

    d. Who specifically will provide the maintenance and service of BRTA owned vehicles?

    BRTA will determine this once it takes delivery of its fleet. With respect to contractors responding to this RFP, it has no impact.

40. If BRTA provides the fleet of vehicles, all fuel/oil/fluids/lubricants will be provided by the BRTA?

    Yes, with the exception of “minor maintenance and repairs” of items found by routine circle checks of vehicles prior to placing in daily service. See section 3.11. “Contractor will be responsible for the following..”

41. **Page 12, 3.11.3** will a waiver be allowed if a vehicle exceeds the age requirement by more than 6 months if the vehicle is low mileage and passes a BRTA inspection?

Section 3.11.3 is clear on what may exceed the limitation.

42. Per **page 12, 3.11.5** would a contractor be required to transport a client on a scooter or mobility device if the device and/or client could not be safely secured?

    As per the ADA if the mobility device meets the definition of mobility (includes scooters) device defined by FTA then it with passenger must be secured as best as possible and transported.

43. The **page 12, 3.11.9** requirement to display the BRTA telephone number is required on any vendor owned vehicles that may transport BRTA clients? Yes

    a. What if the vehicles were designated to be used for non-BRTA contract calls as well?

       Any vehicle providing service for passengers covered by this contract must have the BRTA telephone number on the vehicle as described in section 3.11.9

    b. Can magnetic removable decal be allowed? Yes

44. **Per page 13, 3.11.11** Where can the specifications be found regarding the DPH approved drag blanket?

    See Attachment 5 for clarification.

    a. Would the vehicle be required to have a step even if the van was equipped with a compliant lift capable of lifting ambulatory clients to the van?

       Yes. An ambulatory passenger has the option of using either the step or the lift as a standee.

45. What is the BRTA policy and guidance on use of communication devices per **page 17, 3.12.7**?

    The BRTA policy is contained in Addendum 1 as Attachment 4.

46. **Page 18, 3.13.1,** is there a limitation on the number of parcels a client may bring?

    See answer to question 23

47. Per **Page 19, 3.13.2** how can schedulers and drivers take into account and avoid situations where passengers are left unattended on the vehicle when that situation is often not known until the time of pickup/drop off?

    Premium service is door to door, not door through door. Drivers are permitted to assist passenger to the outermost door of the location. This should avoid any "situations" of leaving the van unattended.

48. Can a vendor request a fuel escalator clause in their proposal or would this be considered a non-responsive proposal?

    The cost proposal does not prevent vendors from identifying any costs outside the current structured foreseeable costs. BRTA may elect to accept the cost matrix and reject or negotiate any proposed costs outside the given matrix.

49. **Page 32** Tab 3 references, are letters of references required or just a list of references?

    Tab 3 requires respondents to list at least three recent references. BRTA will conduct its own follow up with references provided.

50. The **page 36, 4**. Requirement listing pending lawsuits apply to lawsuits specific to paratransit operations or the entire organization and what information needs to be listed?

    Page 36, 4 specifies "a list of any Pending Lawsuits."

51. To ensure the ability to hire or retain as many of the current experienced qualified employees please provide the current seniority, pay scale, and if the positions are full or part time.

    BRTA contracts out the operational service and function of paratransit. Employees, wage scale, seniority, full and part time, turn over rate, and organizational chart are the responsibility of the contractor. The selected vendor can work with the current vendor, once the contract is awarded to secure this information.

52. Please provide the annual driver turn-over rate for current contract and how it was calculated.

    See answer 51 above.

53. Please provide a current organizational chart or listing of positions that are being provided for this contract by the incumbent contractor and if the positions are full or part time.

    See answer 51 above.

54. Please provide invoices from the current contractor for the last twelve months.

    This is an unreasonable request.

55. Are the current contractors employees a part of a Labor Union? If so, can the county please provide a copy of the current collective bargaining agreement?

    See answer 51 above

56. Please provide the current contractors fixed and variable rates.

    See answer to Question 51

57. Please provide the current call statistics, daily call volume, average hold time, abandon rate, etc.

    See answer 51 above

58. Please provide copies of all operational reports for at least three months for the county services.

    See answer 51 above

59. Please provide copies of the last two vehicle inspections for the current fleet.

    See answer 51 above

60. Please provide a copy of the current contract.

    The current vendor contract will be sent under separate cover, to the parties who requested it. While BRTA will provide a copy of the current contract, it should not be

used to draw presumptions, speculation or conclusions from. BRTA intends to enter into a new contract, which may or may not be markedly different from the current one.

61. Please provide the current average miles between road calls.

    For Fiscal year 2010 the average mile per trip is 6.33.

62. There seem to be no specific required hours of training noted in the RFP. Please verify that the hours of training conducted will be prescribed by the contractors training program.

    There is no hours of training noted in the RFP. Please refer to page 37, Section 9B for verification. Be advised that BRTA must approve all plans submitted.

63. Have there been any liquidated damages applied to the current contractor?

    The contract is currently still active and has not been terminated.

64. How many complaints have there been during the past year?

    The BRTA received 5 complaints.

65. What is the current on-time performance percentage?

    For fiscal Year 2010 the on-time performance is 98%.

66. How many trips denials have there been during the last 12 month period?

    For fiscal Year 2010 there have been zero trip denials.

67. What is the current trip length?

    For Fiscal Year 2010 the average mile per trip 6.33miles and the average time per trip is 40.08 minutes.

68. What is the current percentage of cancellations and no shows?

    For the 6 month period, August 2010 – January 2011 the cancellation/no show percentage is 1.855%.

69. How many passengers per hour is the system currently averaging?

    For Fiscal year 2010 the average passenger per hour is .668.

70. How long have you been using the RouteMatch software? Are there currently any issues with it?

    BRTA is not currently using RouteMatch software for ADA Paratransit service. See Section 3.4.6

71. Is there a DBE % requirement or goal for this project?

    See page 66 – Disadvantaged Business Enterprise

72. How many full time equivalent mechanics is the current contractor using to service the fleet plus provide service to other departments?

    See answer 51 above

73. 3.11 If the BRTA will be insuring the vehicles how will the contractor be responsible for repairs?

    The contractor will be responsible for covering the negligent accident insurance deductible(s). See Attachment 5 for clarification.

74. Is it possible for BRTA to insure vehicles provided by the contractor?

    No, the BRTA can only insure BRTA owned vehicles.

75. 3.11.9 How will one BRTA phone number work if more than one provider is selected?

    If BRTA chooses more than one provider a phone tree will be developed to allow one number to be used with geographical options for caller based on origin of their trip.

76. If BRTA or vendor provides vehicles – can those vehicles be used for other non-BRTA contracted service when not being used for BRTA contracted service?

    BRTA provided vehicles must be used exclusively for BRTA service. Vendor provided vehicles can be used for other programs, provided all trip requests under this contract are fulfilled.

77. Who is on the evaluation committee?

    Evaluation committee member names are not available.

78. 1.1 - Is it possible more than one contractor will be selected for parts of this contract?

    Yes

79. In the cost proposal form the first paragraph states contractor "…*does hereby agree that it will provide the following services set by the BRTA in the service areas specified*." Does that mean contractor specified or BRTA specified?

    It means specified in the charts below identifying all areas pricing information must be provided.

80. Is the price provided by contractor set for first 36 months?

    Refer to Question 10 above.

81. Would the price stay the same for year's 4 and 5 or would they be re-negotiated?

    Refer to Question 10 above.

82. Is there a price break for the second rider with similar origin and destination as the first rider?

    The BRTA would entertain cost savings scenarios in addition to the required Form 3.

83. What current ridership data is available? (i.e. seasonal fluctuations, off hour premium service, multiple rides etc..)

    Additional information is provided in Appendix 1.

84. Can BRTA provide any guidance as to the anticipated ADA ridership reduction due to new eligibility process and anticipated deviated fixed route service in some communities?

    See answer to question 4.

RFP #11-P-001 Addendum 1 Attachment # 3

FY 10	July	August	September	October	November	December	January	February	March	April	May	June	Total
Chaircar	1,538	1,323	1,391	1,234	1,292	1,479	1,308	1,206	1,235	1,247	1,263	1,127	15,643
ADA	1,114	1,081	1,169	1,178	1,091	1,301	1,102	1,021	1,312	1,123	1,276	1,288	14,056
Total	2,652	2,404	2,560	2,412	2,383	2,780	2,410	2,227	2,547	2,370	2,539	2,415	29,699

FY 11													
Chaircar	1,249	1,235	1,267	1,443	1,356	1,461	1,217						9,228
ADA	1,178	1,115	1,231	1,188	1,105	1,254	1,060						8,131
Total	2,427	2,350	2,498	2,631	2,461	2,715	2,277						17,359

Personal Communication Devices and 2-Way Radios

Revised & Reissued
5/7/10

This policy is intended to provide guidelines for the use of Cell Phones and 2-Way Radio's while on company property and/or while on duty.

Addendum 1 Attachment #4
RFP #11-P-001

I. GENERAL

Policy: BTM expects all employees to perform their duties in a way that provides the safest possible transportation for our passengers and the public. Employees are not allowed to use personal communication devices while operating a Company vehicle.

Purpose: The purpose of this document is to set forth the policy and procedures regarding the use of personal communication devices, including cellular telephones and pagers, while on duty.

II. DEFINITION OF TERMS

Personal Communication Device – Any electrical or electronic communication device that is not supplied by the Company. This includes, but is not limited to: portable phones (cellular phones and digital phones), pagers, scanners, portable radios, electronic games, personal data assistants (Blackberrys or Palm Pilot type devices), etc.

III. PROCEDURES

Employees may carry personal communication devices while on duty, however, all personal communication devices must be set to the OFF position while the employee is performing Company duties. Personal communication devices may be used during breaks but must be turned off at the end of the break.

The only exception to this policy is in the case of outside emergencies. In such a case, the person needing to speak to an employee should contact the Supervisor at 499-2782. The Supervisor will contact the employee and the employee may then pull over in a safe location, secure the vehicle, get off the bus, and make the necessary phone call. Under no circumstances should calls be dialed or answered while operating a vehicle.

Employees are also expected to use Company two-way radios rather than cellular or digital telephones to contact the Supervisor for all Company related business, including accidents, detours, incidents and emergencies. In the unlikely event that it is not possible to communicate by two-way radio, a cellular or digital telephone may be used as a last resort or in instances when privacy is required.

Text Messages
Texting while driving has proven to be a serious safety issue. Texting while driving is strictly prohibited at all times while operating any BRTA owned vehicle.

Employees caught using personal communication devices or texting while driving will be subject to the following disciplinary action:
1st offense – one day suspension without pay
2nd offense – three day suspension without pay
3rd offense – termination hearing

Please note: if an employee who has been using a personal communication device or texting while driving and an accident, incident or injury results an immediate termination hearing will be convened.

Two-Way Radios

General

This section contains specific guidelines for the use of the two-way radio communication system. The system has been installed to provide ongoing communication between Operators and Dispatch to maintain reliable service and to respond quickly in emergency situations.

Operators must read this section carefully and follow instructions on the use of the radios. Radio use must be kept to a minimum and used for specific communications. Operators who need to communicate with Dispatch for other purposes must use a telephone (land line communication).

6.01 Restriction On Two-Way Radio Operation

All radio communication systems are under the jurisdiction of, and regulated by, the Federal Communications Commission (FCC). Certain standards of operation are required by federal law.

The radio system may only be used by authorized personnel, except in extreme emergencies.

6.02 FCC Regulation For Radio Use

The FCC requires that all radio communications be conducted in English and prohibits the use of obscene, indecent or profane language. In addition, unauthorized disclosures or use of messages and superfluous, false or deceptive signals or communications violate FCC regulations.

6.03 **Tampering With Radio Units**

The two-way radio unit is never to be opened or tampered with by anyone other than an authorized radio technician. Failure to follow this policy may result in disciplinary action.

6.04 **Calls Directed To A Particular Operator**

Unless otherwise stated, radio calls are directed to one bus only. Other Operators should not interfere with radio communications to other Operators unless it is an emergency situation.

6.05 **How To Use The Radio**

Step 1: Prepare in advance what you are going to say.

Step 2: Remove Handset/Microphone from clip. Listen to make certain radio is not in use. If the radio is clear, initiate conversation with Dispatch by giving your full bus number: "Bus 0000 to Dispatch."

Step 3: Press transmit button before talking. Wait three seconds. Begin talking. Keep transmit button depressed while talking.

Step 4: Release transmit button to hear Dispatcher.

Step 5: State problem briefly, using codes when appropriate. Let Dispatcher ask questions. When the conversation with Dispatch is finished, replace the handset/ microphone in the clip.

Step 6: In response to a call from Dispatch, answer immediately or when safe to do so.

Step 7: If Dispatch answers your call by saying, "Stand by", replace the microphone in the clip and remain in the bus until Dispatch returns the call. If circumstances allow, proceed en route. If a message is urgent and Dispatch does not return the call promptly, call again.

6.06 **Transmitting While The Bus Is In Motion (Two-way Radio ONLY)**

Messages may be transmitted and received while the bus is in motion, if it is safe to do so. When necessary, the Operator is to wait until conditions are safe before answering or calling Dispatch.

Note: If it is necessary to use a cell phone, do not turn on or dial the cell phone while the bus is in motion. Pull over to a safe spot and then turn on and dial the phone.

6.07 **Originating Emergency Calls**

When originating an emergency call, the Operator is to use the following procedure:

Step 1: Pick up the handset/microphone.

Step 2: Depress transmit button.

Step 3: State your full bus number.

Step 4: Say the proper 10-code.

Repeat every thirty seconds until dispatch responds and then answer Dispatch's questions.

6.08 **Serious Accident Calls**

A serious accident call is to request police and/or ambulance because passengers have been injured and require immediate attention. The procedure for making a serious accident call is:

Step 1: Pick up the handset/microphone.

Step 2: Depress the transmit button.

Step 3: State your full bus number and "10-6".

Step 4: Dispatch will ask "your bus number, your 10-20 (location) and your emergency?"

The Operator provides the location of the bus and direction of travel, then states briefly the nature of the accident and allows Dispatch to ask the questions. If possible, the Operator should respond with "yes" or "no" answers and not elaborate on details.

6.09 **General Alert From Dispatch**

When Dispatch directs a call to more than one bus, Operators must not attempt to acknowledge the call unless directed by Dispatch. Example:

Dispatcher says:

"*Dispatch to all Tyler St. Operators. Blockade cleared on street excavation at Parker St. Resume regular route. Dispatch, clear."*

6.10 **Radio Trouble**

Indications of radio trouble are:

1. The red signal light remains on; and
2. A steady tone heard from the speaker for approximately 45 seconds after the transmit button has been released.

When a radio malfunctions, the Operator must replace the handset/microphone in the clip, turn off the radio, and call Dispatch by telephone or by another bus radio. This is to prevent the possibility of the entire communications system becoming disabled.

Please be advised that failure to follow the policy on two-way radio use may result in the following disciplinary actions:

1. *Written Reprimand*
2. *One (1) Day Suspension*
3. *Three (3) Day Suspension*
4. *Termination Hearing*

ATTACHMENT #5
Amendments to RFP #11-P-001

3.11 Contractor will be responsible for the following:

- Any maintenance costs incurred by BRTA or its subcontractors due to negligence, incidents, or accidents with BRTA vehicles operated by contractor will be charged to contractor.

SECTION 3.11.11 WILL BE AMENDED TO REMOVE"MAINTENANCE" AND REPLACE WITH "INSURANCE DEDUCTIBLE"TO THEN READ "ANY INSURANCE DEDUCTIBLE COSTS INCURRED BY BRTA OR ITS SUBCONTRACTORS DUE TO NEGLIGENCE, INCIDENTS, OR ACCIDENTS WITH BRTA VEHICLES OPERATED BY THE CONTRACTOR WILL BE CHARGED TO THE CONTRACTOR."

3.11.11 Equip all vehicles with the following minimum safety equipment, and ensure that all such equipment is in proper working condition during the provision of services covered by this proposal.

- ✓ Flares/Reflectors
- ✓ Fire Extinguisher (A fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more)
- ✓ First aid kit
- ✓ Flashlight
- ✓ Drag blanket (approved by the Department of Public Health)
- ✓ Emergency seat belt cutter located within easy reach of driver
- ✓ Spare tire and jack
- ✓ Portable step (capable of holding 1000 lbs., designed for transit use, all aluminum construction, anti-tip design, non-slip angled leg rubber tip and non-slip surface) if first step exceeds 12 inches
- ✓ Bodily fluid clean up kit (OSHA approved)
- ✓ Windshield ice scraper (during winter months)
- ✓ Working communications device

SECTION 3.11.11 WILL BE AMENDED TO DELETE THE WORD "APPROVED BY THE DEPARTMENT OF PUBLIC HEALTH" AND THEN READ "DRAG BLANKET"

ATTACHMENT #6

ADDENDUM #1
ACKNOWLEDGEMENT
SIGNATURE RECEIPT PAGE

CONTAINS ATTACHMENTS:

1. February 21, 2011 meeting attendance (1 page)
2. Answers to written questions (16 pages)
3. ADA/Chaircar trip activity data (1 pages)
4. BRTA Policy – Personal Communication Devices and 2-Way Radios (6 pages)
5. Amendments to RFP Document (1 page)
6. Signature acknowledgement receipt (1 page)

PLEASE PRINT
Company Name:_____

Acknowledged by:_____

Authorizing Signature:_____

Date:_____

THIS FORM MUST BE SIGNED AND RETURNED AS DIRECTED IN SECTION 7, TAB 7 ON PAGE 32 OF THE RFP DOCUMENT